| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | | ID CODE | PAGE OF PAGES |
|---|--|--|--------------|-------------------------|----------------|---------------------|
| AMENDMENT OF SOLICITA | ICATION OF CONTRACT | | | | 1 38 | |
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | | | 5. PROJEC | T NO.(Ifapplicable) |
| P00015 | 19-Sep-2011 | | | | | |
| 6. ISSUED BY CODE | W91QUZ | 7. ADMINISTERED BY (If other than item 6) | | COI | DE | |
| ARMY CONTRACTING COMMAND-NCR 200 STOVALL STREET ALEXANDRIA VA 22332-1800 | | See Item 6 | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (| No Street County S | State and Zin Code) | | 9A. AMENDM | ENT OF SC | OLICITATION NO. |
| DLT SOLUTIONS, LLC ADAM WMCDOWELL | rvo., birect, county, t | kate and zijp code) | | | | |
| 13861 SUNRISE VALLEY DR STE 400 | | | | 9B. DATED (SI | EE ITEM 1 | 1) |
| HERNDON VA 20171-6126 | | | | 10A. MOD. OF | CONTRA | CT/ORDER NO. |
| | | | Х | W91QUZ-06-A | -0002 | |
| | | | V | 10B. DATED (| (SEE ITEM | I 13) |
| CODE 0S0H9 | FACILITY COD | · · · · · · · · · · · · · · · · · · · | X | 31-May-2006 | | |
| | | PPLIES TO AMENDMENTS OF SOLIC | _ | | <u> </u> | |
| The above numbered solicitation is amended as set forth | | • | Ш | is extended, | is not ext | ended. |
| Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning | - | thed in the solicitation or as amended by one of the control of this amendments. | | - | fer submitted: | |
| or (c) By separate letter or telegram which includes a re | ference to the solicitation a | and amendment numbers. FAILURE OF YOUR A | ACKI | NOWLEDGMENT | | |
| RECEIVED AT THE PLACE DESIGNATED FOR TH | | | | | | |
| REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s | • | | | | iter, | |
| 12. ACCOUNTING AND APPROPRIATION DA | TA (If required) | | | | | |
| | | O MODIFICATIONS OF CONTRACTS | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A. | ANT TO: (Specify a | uthority) THE CHANGES SET FORTH | IN I | TEM 14 ARE N | MADE IN T | THE |
| X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT | RDER IS MODIFIED H IN ITEM 14, PURS | TO REFLECT THE ADMINISTRATIV SUANT TO THE AUTHORITY OF FA | VE C R 43 | CHANGES (such 3.103(B). | as changes | in paying |
| C. THIS SUPPLEMENT AL AGREEMENT IS | | | | . , | | |
| D. OTHER (Specify type of modification and a | authority) | | | | | |
| E. IMPORTANT: Contractor X is not, | is required to sign | n this document and return | cop | pies to the issuing | g office. | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ljacks112514 THE PURPOSE OF THIS MODIFICATION IS TO REPLACE THE BPA TERMS AND CONDITIONS FOR THE ARMY AND NAVY SUBMITTAL PAYMENTS AND TRANSMITTAL LETTERS OF PARAGRAPHS 3.1 AND 3.2 OF SECTION C. SEE SUMMARY OF CHANGES. PURCHASE REQUEST NUMBER: W15QPC12302000. | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or | | 16A. NAME AND TITLE OF CO | _ | | | or print) |
| The state of stocker (Type of | P/ | DONNA S. HARRIS / CONTRACTING OFFICE | | | (1 y pc | or print) |
| | | TEL: 703-325-4625 | | EMAIL: donna.s.ha | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNEI | | | | l l | 6C. DATE SIGNED |
| | | BY Donne S. | \times | Larris | <u> </u> | 21-Sep-2011 |
| (Signature of person authorized to sign) | | (Signature of Contracting Of | ficer | :) | | • |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

BPA TERMS AND CONDITIONS

To better serve Oracle software users throughout the Army and all Federal Agencies covered by Smart Buy, and to promote administrative efficiency, ACA-ITEC4 has restructured the original DEAL-O blanket purchase agreement DAAB15-99-A-1002. Oracle Corporation was the original holder of this BPA, and by modification its resellers Mythics and DLT Solutions, Inc., were added to Oracle's BPA. In the present action, the two resellers have been removed from the DEAL-O BPA, and new separate BPAs have been established for them. Effective with this modification, Oracle is the sole holder of DEAL-O BPA DAAB15-99-A-1002 for the purpose of issuing new orders.

TERMS AND CONDITIONS: Aside from administrative items, the Terms and Conditions for all DEAL-O BPAs are the same as before the restructure. Where appropriate and in accordance with current competition policies and guidelines. Orders for Oracle software products/services should be competed among the DEAL-O BPA holders Oracle, Mythics and DLT Solutions unless they decline.

PERFORMANCE/PAYMENT OF EXISTING ORDERS: Until they expire, orders previously issued against BPA DAAB15-99-A-1002 (including options) shall continue to be fulfilled by the vendor to whom the order was issued. Payment on these existing ordes shall be made to the vendor to whom the order was issued.

Activities placing orders after 15 June 2006 will be required to place orders using the applicable blanket purchase agreement.

BLANKET PURCHASE AGREEMENT DOD ENTERPRISE SOFTWARE AGREEMENT (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and DLT Solutions Inc. wish to enter into a Blanket Purchase Agreement ("BPA") aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein. DLT acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed

to all of Oracle's assigned federal license sales personnel, pursuant to Section E.6. of this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Assistant Project Manager Army Small Computer Program (APM-ASCP) with Mythics and Oracle USA, Inc. (Oracle) These BPAs are issued to provide the Department of Defense (DoD) database software licenses, software maintenance support, training and consulting services in support of the Department of Defense's mission. DLT Solutions (DLT) shall serve as the prime contractor under this BPA and orders shall be issued directly to DLT pursuant to DLT Solutions GSA Schedule GS-35F-4543G ("DLT's GSA Contract").

The Government and DLT Solutions, Inc. (DLT) understand and agree that changes will need to be made from time to time to this BPA. DLT and DoD ESI will continue to endeavor to negotiate DOD ESI / SmartBUY Ts&Cs for Oracle Products and DLT shall provide a copy of its BPA to each DOD ESI / SmartBUY Partner so that each Partner may determine the extent to which such changes may apply to their BPA.

Smart Buy Mandatory Channel- Oracle acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the Federal Government.

This BPA and all orders hereunder are subject to the following terms and conditions:

A. TERMS AND CONDITIONS

1. Products Available Under this BPA.

The Software Products, Software Maintenance, Training and Consulting Services listed in DLT Solutions, Inc. (DLT) BPA Pricing tables (including all subCLINs)) comprise the most frequently ordered Oracle products being purchased as of the date of this BPA. The price discounts for the DLT's CLINs under this BPA are provided at DLT's attached Discount Pricing table.

Items included on the DLT GSA Schedule contract and not listed specifically may be purchased at rates negotiated by the Ordering Office and DLT under CLIN 2175 entitled "Other Direct Costs-GSA Schedule". CLIN 2175 is subject to the terms and conditions of this BPA and DLT's GSA Contract.

Ordering Officers may negotiate special solutions with DLTunder CLIN 2176 in accordance with the terms and conditions of the DLT GSA Contract.

Software licenses purchased under this BPA shall be perpetual software licenses, subject to the license terms of DLT's GSA Contract, this BPA and the Order. However, the license terms in an order shall prevail over the applicable GSA Contract and this BPA.

2. Prevailing Terms and Conditions.

All orders placed against this BPA are subject to the terms and conditions of DLT's GSA Schedule Contract as specified above. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the applicable GSA Contract, the provisions of the BPA will take precedence.

3. Obligation of Funds.

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

4. Effective Date and Duration of BPA.

This BPA is effective from the date of award through the effective period of the GSA Schedule GS-35F-4543G . Either APM-ASCP or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not effect the obligations of the Government or DLT under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

5. Ordering Period.

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

6. Enterprise Licenses.

Under the Special Solutions CLIN 2176, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) ("Agency") may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an entire Agency's population of users, provided the programs are used only in support of the Agency's internal business operations. Specific program license bundles and pricing are shown in Exhibit A-10: "Oracle Enterprise License". An Agency's licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle Enterprise License include:

- A. <u>Product Coverage</u>. The Enterprise License is available only for specific Oracle core technologies as identified in the product bundle options as defined in the above referenced Exhibits.
- B. <u>License Population</u>. The Enterprise License will be available only if an Agency wishes to license its entire population of users, which must include employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware and may only be used for the purposes of supporting the Agency's internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents.
- C. Annual Verification and True-Up. Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the licensed Agency Population. Such provision shall provide that on the first anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Agency Population metric (e.g., total employees and on-site support contractors), as specifically defined and set forth in the Ordering Document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population
 - (a) increased three percent (3%) or greater compared to the licensed Agency Population and the licensed Agency Population is less than 15,001;
 - (b) increased two percent (2%) or greater compared to the licensed Agency Population and the licensed Agency Population is between 15,001 to 99,999; or
 - (c) increased one percent (1%) or greater compared to the licensed Agency Population and the licensed Agency Population is greater than 99,999.

If, on the annual anniversary date, there is no change or a decrease in the users comprising the Agency Population, no additional fees shall be due and the licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Agency Population.

Note: Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle.

Note: If on any anniversary date, Agency elects not to certify, update the Enterprise License, or provide payment (if appropriate), upon Oracle's prior written notice to Agency, the Enterprise License shall revert to Oracle's standard license metrics; any such reversion shall be in accordance with Oracle's standard migration policies and license metrics in effect at the time. In no event shall Agency be entitled to any refund or other consideration, nor shall Agency be relieved of any obligation to pay for technical support Agency may have ordered, should Agency cause such reversion under this provision. If Agency is not current on technical support for the Enterprise License at the time this clause is invoked, Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracle's standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Oracle to deliver any programs nor entitle Agency to any program updates.

- D. <u>Support Cap</u>: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial two annual support renewals and 2% support cap for the third annual support renewal.
- E. <u>Assignment of Enterprise Licenses:</u> In the event an Agency that has purchased an Enterprise License under this BPA ("licensed Agency") is re-organized or restructured such that its responsibilities and operations are transferred to another Agency, such licensed Agency shall have the right to assign effected program licenses to a successor. Such assignment shall only be effective if: (1) the licensed Agency provides advance written notice to DLT; (2) the licensed Agency has continuously maintained Software Update License & Support; and, (3) the licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.
- F. <u>Surge Usage for National Defense.</u> Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractor's agreement:
 - "In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs for temporary use by the 'ordering Activity' to support its operations. This temporary use is only for Programs licensed on this Ordering Document."
- G. <u>Migration</u>: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracle's then current migration policies; to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracle's then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.
- H. Open Market. DLT does not maintain an Enterprise License metric on its GSA Schedule Contract; however, software programs in the bundles in Exhibit A-10, which are being made available under this BPA, are on DLT's GSA Schedule Contract. Any programs not on DLT's underlying GSA Schedule must be identified as open market items at the time of order placement.

7. Pricing.

The unit prices and rates for this BPA shall be based on the GSA Contract pricing currently in effect at the time the

order is placed.

The base price offered by DLT under this contract for any software product under a lease or special solution shall not exceed the price of that software available on this BPA. The terms of the lease shall be at least as good as the rates provided in the applicable GSA schedule.

DLT agrees that in no case shall the prices specified in this BPA be more than the prices reflected in DLT's GSA Contract for identical products and first year technical support services. No less than quarterly, DLT shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services.

No less than quarterly, DLT agrees to provide APM-ASCP with an electronic copy of its U.S. Price List for software products and first year technical support as well as applicable change records.

8. Discount Structure.

- A. Software Licenses and First Year Software Maintenance Services. The single order software license and first year support dollar amount will be used to determine the applicable percentage discount. See DLT Software and first year support for E-Business Discount table and related discounts. Software and first year software maintenance (if ordered at the same time with the associated software license) will receive the same percentage discount level. Software support fees included with a software license order and any applicable credits will not be included in the determination of the software license discount
- B. <u>Software Maintenance Services Renewals.</u> An ordering activity may elect to renew its current software maintenance services (technical support renewals) under this BPA and if the renewal order is executed on or before September 30, 2006, the software maintenance services fees will not increase by more than 0% over the prior year's fees ("Support Cap") for the initial three renewals under this agreement. Should an ordering activity have a more favorable support cap than the Support Cap in terms of the length of such support cap, Oracle agrees to honor, under this BPA, such support cap with respect to the specific renewal(s) to which it applies.
- C. <u>Professional Services.</u> As provided by Consulting and Educational tables.

9. Voluntary Price Reductions and Special Orders.

DLT can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the U.S. Army Small Computer Product Manager. In addition, DLT may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN 2176, Special Solutions.

10. Media

When electronic delivery is required, Oracle shall deliver the following Internet URL: http://edelivery.oracle.com to Ordering Activity through which Ordering Activity can access and download all of the software programs and program documentation for each program specified in the Ordering Document for such programs available in production release as of the effective date of the relevant Ordering Document. Please be advised that not all programs are available on all platforms. For current program availability please check the electronic delivery web site. Provided Ordering Activity continuously maintains Software Update License & Support, Ordering Activity may continue to download the software programs for the licensed programs under this ordering document at the electronic delivery web site and/or order CD packs through the Oracle Store at the standard CD pack price. The Ordering Activity shall be responsible for installation of the licensed Programs regardless of the method of delivery.

Delivery, if required in tangible form, shall be made as negotiated between the Ordering Activity and DLT. Such tangible delivery includes a media shipment (in object code form as a set of CD Packs) for no additional charge. Additional CD Packs may be ordered with the Program Licenses ordered for an additional charge. Where tangible delivery is required, DLT shall deliver to the address specified by Ordering Activity.

The delivery requirement, destination and delivery date shall be specified in each order.

Applications and/or Tools Programs may also include any source code that Oracle provides as part of its standard delivery of such Programs. This code shall be governed by the terms of this BPA, the Schedule and the relevant Ordering Document.

11. Audits.

Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. The Licensee will furnish DLT with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit DLT to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All DLT personnel must have appropriate security clearances to gain access to Licensee site or data, if required.

12. Maintenance.

- A. Annual Technical Support for Programs is provided under Oracle's Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at http://oracle.com/contracts. Oracle's Technical Support policies are subject to change at Oracle's discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid. Technical Support consists of Software Updates and Product Support. Software Updates provides an Ordering Activity with rights to new Oracle releases including product upgrades, maintenance releases and patches. Product Support is a 24x7 technical support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software via telephone or web access. Software Update License & Support is a single component Technical Support offering.
- B. Oracle will provide twelve months notice prior to de-supporting any product acquired under this BPA through Oracle's support website or through other means.
- C. If Oracle reduces or replaces the functionality contained in the licensed products ("Licensed Product"), and provides this functionality as a separate or renamed product ("Product") at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no additional license or maintenance fee, provided that such ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

13. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DLT'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE ORDERING DOCUMENT, AND IF SUCH DAMAGES RESULT FROM CUSTOMER'S USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE-YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF PERFORMANCE OF THE APPLICABLE SERVICES.

14. Reporting and Payment of Fees.

As a result of this BPA, DLT shall be solely responsible for the following:

- 1. Reporting:
- a. Submittal of ASCP Deliverable reports to Army Small Computer Program on a quarterly basis (see Exhibit C)
 - b. Accuracy of ASCP report data
 - c. Submittal of applicable GSA reports
- 2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to DLT.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized BPA Users.

This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the agencies set forth above may use this BPA on behalf of and for the benefit of an agency(ies) if they provide DLT with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed by the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with APM-ASCP.

2. BPA POINTS OF CONTACT

a. Procuring Contracting Officer (PCO):

Name: Ron Hyde

U.S. Army Contracting Agency – ITEC4

Phone: 703-325-4625 Fax: 703-428-9842

Email: ron.hyde@us.army.mil **Software Product Manage (SPM):**

Name: Diane Grim

Assistant Project Manager - Army Small Computer Program

Phone: 732-427-6723 Fax: 732-532-5185

Email: diane.grim@us.army.mil

c. Customer Point of Contact: (to be specified on each order)

2.b GSA SMART BUY POINT OF CONTACTS:

a. Smart Buy Contracting Officer

Name: Mike Citrino Smart Buy Program Office 10304 Eaton Place, 3A-04 Fairfax, VA 22030-2213 Phone: 703-306-6875 Fax: 703-306-6816

b. Smart Buy Project Manager Name: Pebble Randolph 10304 Eaton Place, 3A-01 Fairfax, VA 22030-2213 Phone: 703-306-7594 Fax: 703-306-6816

C. ORDERING

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.esi.mil. The Government will also post this contract to https://ascp.monmouth.army.mil

- 1. FAR Subpart 8.4 and DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the DoD buyer are summarized from the DFARS:
 - a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
 - b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
 - c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- **2. Delivery Orders.** The scope of this effort will reflect that of DLT's GSA Schedule. Delivery requirements and administration will be stipulated on Delivery Orders.
 - Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.
 - b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.
 - c. Orders will be placed against this BPA in accordance with the GSA Contract and the APM-ASCP ordering instructions located at https://ascp.monmouth.army.mil. To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased by specific CLIN number.
 - d. For Professional Services orders, the following shall also be included:
 - 1. Description of Services
 - 2. Mutually Agreed Upon Statement of Work
 - 3. Period of Performance
 - 4. Place of Performance
- **3. Delivery.** Deliveries shall be made to the locations specified in each order in accordance with the terms of DLT's GSA Contract Section 6, Delivery Schedule.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the Assistant Project Manager Army Small Computer Program ("APM-ASCP") can expedite orders.

Acceptance shall be in accordance with DLT's GSA Schedule.

D. INVOICING AND PAYMENT

- 1. **Invoicing.** The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.
- 2. Payment. Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any pre-printed terms on the Ordering Activity's order or the Contractor's invoice, the provisions of the BPA will take precedence.

3. Fast Payment Procedure. FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

E. BPA MANAGEMENT AND OVERSIGHT.

- 1. DLT shall provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.
- 2. Report of Sales. Report of sales shall be by submission of the Order Transaction (OT) and Fee For Service (FSS) reports submitted to ASCP as a Microsoft Excel Spreadsheet within thirty (30) days following the completion of the reporting period. The reports shall be submitted in the standard format shown in Exhibit C. Negative reports are required. The Fee For Service (FFS) Report payment shall be submitted by the 30th calendar day after the end of each calendar quarter. The ASCP will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.
- 3. Universal Standard Products and Services Code. The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at http://www.unspsc.org.
- **4. Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
- **5. Program Management Reviews (PMR).** DLT PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews DLT shall report on among other things, status of BPA sales, marketing and any

outstanding issues concerning the BPA, as well as changes to Oracle business practices that DLT believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

- **6. Marketing.** DLT shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.
- 7. Virtual IT Marketplace. ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at www.VITM.gov.
- **8. Multicore Processor Hardware.** The following shall apply with respect to new acquisition of Programs available for license on a processor basis hereunder: ESI acknowledges that Oracle's then current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific Ordering Document.
- **9. DoD Emall-IT Corridor.** As the scope of the DoD Emall-IT Corridor becomes finalized, DLT will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

F. STANDARDS

- **1. Year 2000 Warranty.** The provisions of the "Year 2000 Warranty Commercial Supply Items" clause of the DLT GSA Contract shall apply.
- 2. Section 508 of the Rehabilitation Act Compliance. Section 508 compliance information on the products provided by DLT is available at http://www.oracle.com/accessibility/. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

G.

FEE FOR SERVICE.

The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Fee for Service (FFS) is 2%. Remittance of the FFS shall be made on a calendar quarter basis (i.e., January-March; April-June; July-September; and October-December) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army, Air Force, DLA, DISA and GSA (for Civilian Agency Customers) are participating in a fee-sharing program. The contractor shall collect the 2% FFS under CLIN 1004 of the BPA. The following are examples of the methodology to be used in the calculation of the FFS:

| License and 1 st Year Technical Support (from Exhibit A) | \$1,000,000.00 |
|---|----------------|
| BPA Discount (41.55%) | \$415,500.00 |
| Subtotal | \$584,500.00 |
| CLIN 1004 FFS (2%) | \$11,690.00 |
| TOTAL on PO | \$596,190.00 |
| License and 1 st Year Technical Support (from Exhibit A) | \$3,000,000.00 |
| Special Solutions Discount (50%) | \$1,500,000.00 |
| Subtotal | \$1,500,000.00 |

| CLIN 1004 FFS (2%) | \$30,000.00 |
|---|----------------|
| TOTAL on PO | \$1,530,000.00 |
| | |
| Technical Support Renewals | \$50,000.00 |
| CLIN 1004 FFS (2%) | \$1,000.00 |
| TOTAL on PO | \$51,000.00 |
| Oracle Professional Services | |
| 600 Hours – Principal Engineer | \$130,632.00 |
| 200 Hours – Senior Engineer | \$35,804.00 |
| Subtotal Labor | \$166,436.00 |
| BPA Discount (3%) | \$4,993.08 |
| TOTAL Labor | \$161,442.92 |
| Travel Expenses | \$5,000.00 |
| CLIN 1004 FFS (2%) {Note calculation on Labor only} | \$3,228.86 |
| TOTAL on PO | \$169,671.78 |
| Oracle Education | |
| 10 Days of Training | \$3,836.70 |
| CLIN 1004 FFS (2%) | \$76.73 |
| TOTAL on PO | \$3,913.43 |

The FFS shall be distributed in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column Z of the monthly Order Transactions Report. This field shall be notated DON, DOA, DOAF, DLA, DISA or GSA as appropriate.

Fee for Service Report

DLT is required to submit a Fee for Service Report to Army Small Computer Program, by the 30th calendar day after the end of each calendar quarter. If no payments were received during the reporting period a negative report is required. Reports are non-cumulative, and should represent only the activity for the reporting period. PD-ASCP will report sales to fee sharing participants upon receipt of contractor Fee for Service Report.

FEES AND PAYMENTS

- 1. **GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January March, April June, July September, and October December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract

FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

3. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a feesharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

(For a SmartBUY agreement, use the following: The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

(Enter Service fee sharing arrangement here. If the vendor is collecting fees under a separate CLIN it should be addressed here. See Navy <u>examples</u> below at 3.1 through 3.4)

3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

NAVY SALES (updated August 2010)

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment: BPA (fill in applicable #)

DoD (fill in name of agreement) Enterprise Software Agreement ACT Fee

For US Postal Service Mail or USPS Express mail, Send check to:

SPAWARSYSCEN PACIFIC

Attn: Suzi Ellison Code 55390, Bldg. 91 53560 Hull Street San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services, send check to:

SPAWARSYSCEN PACIFIC

Shipping and Receiving Receiving Officer (OT 7) Attn: Suzi Ellison Code 55390, Bldg. 91 4297 Pacific Hwy. San Diego, CA 92110

Email a copy of the ACT Fee remittance check to: henry.ingorvate@navy.mil

3.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (fill in applicable #)
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS) PEO Enterprise Information Systems SFAE-PS-CH (Attn: Miguel Campos) 9350 Hall Road, Bldg 1445 Fort Belvoir, VA 2206

The transmittal letter should include the following:

From: Company Name Street Address City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

- 1. Collection of the check will include the following:
 - a. Please make check payable to United States Treasury
 - b. Mail original check to address above
- 2. Direct questions to Miguel Campos 703-806-8222
- 3. Provide copies of this letter and check electronically to: peoeis.pdchess.vndrrpts@us.army.mil miguel.campos2@us.army.mil

3.3 AIR FORCE SALES:

EDOM.

(COMPANY NAME BLOCK)

(DATE BLOCK)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

Disbursing Operations Directorate FOR: 3801-Limestone Field Site 8899 E 56th Street Indianapolis, IN 46249-9339

| FROM: (Company Name) |
|--|
| (Street Address) |
| (City, State and Zip Code) |
| SUBJECT: Collection of Checks for ESI SW – FY11 (Contract #) |
| 1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131). |
| Line of accounting to collect this check into is as follows: 5713400 301 47MZ 4G4ZKW 040000 43940 72806F 667100 F67100 SC: 97 CSN: 007999 FSR: 015322 PSR: 590727 DSR: 129583 MORD: F2XTKB0273M004 NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. NOTE: Please do not alter any of the information above. |
| 3. Direct questions to (Company POC, Phone Number). |
| [Signature Block] |
| 1 Atch: Check # |

THE FOLLOWING REQUIREMENTS ARE VERY IMPORTANT PLEASE FOLLOW:

- 1. Make checks payable to: 3801-LI
- 2. Send both: ORIGINAL CHECK and ORIGINAL TRANSMITTAL LETTER to the ADDRESS IN THE BLOCK at the TOP OF THIS LETTER.

- 3. Email both the following:
 - A. A COPY of both: check and transmittal letter to: kabfinance@gunter.af.Mil
 - B. Attach electronically (in Excel format) the SALES REPORT (per BPA requirements).
 - C. Subject Line Format of e-mail MUST be as follows:

 Contract Number with hyphens, Sales Reports Month Year, Contract Name, and Contractor Name

 [Example: FA0000-00-A-0000, Sales Reports June 2010, ESI SW, Vendor, Inc.]
 - D. PLEASE FOLLOW YOUR CONTRACT CHANGES REGARDING SURCHARGE FEES

3.4 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment: BPA (fill in applicable #)
DoD (fill in name of agreement) Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency DES Acquisition Staff Directorate Attn: Connie House, DES-A 8725 John J. Kingman Road, Room 1145 Fort Belvoir, VA 22060-6220

Mail a copy of the check to: Defense Logistics Agency Attn: Susan Lizzi, J-654 8725 John J. Kingman Road Fort Belvoir, VA 22060-6221 Or email a copy of the check to: Email: Susan.Lizzi@dla.mil

3.5 DISA SALES

LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS-CO Finance and Accounting Office Attn: Disbursement Office (Tom Triplett) 3990 East Broad St., Bldg. 21 Columbus, Ohio 43213

From: Company Name Street Address

City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)

(BPA/Contract Number)

(Quarter/FY)

- 1. Collection of the check will include the following:
 - c. Please make check payable to **Treasurer of the United States**

- d. Mail original check to address above
- e. Checks must be accompanied by this transmittal letter.
- 2. To ensure proper crediting of the payment, DISA shall use the following accounting data.
 - LOA: 9710100.4300 P10303148K ZZDI0 SI 2531 DSIMO16608 S12137
- 3. Direct guestions to Jonnice Medley, 703-681-2091
- 4. Provide copies of this letter and check to: jonnice.medley@disa.mil.

For SmartBUY agreements add the below:

3.6 GSA SALES

GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales. Remit ACT Fee by electronic payment using pay.gov(ww.pay.gov). Payments can be made via Automated Clearing House (ACH) and credit cards. For technical assistance with pay.gov, please contact pay.gov on (800) 624-1373, (216) 579-2112, or pay.gov.clev.frb.gov. To access pay.gov - 1. Go to the pay.gov website located at www.pay.gov. 2. Under the heading "Find Public Forms" - select by Agency Name. 3. Select "G" 4. Select General Services Administration. 5. Select Smart. BUY. 6. Complete the forms and submit your payment to pay.gov. Send an email notification of payment to pebble.randoph@gsa.gov.

H. SECURITY REQUIREMENTS

- 1. Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD254 is provided in this BPA as Exhibit F. Specific DD254s will be incorporated for individual orders, as required.
- 2. The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual delivery orders. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.
- 3. The level of classified access required shall be indicated in the individual delivery orders.
- 4. The contractor shall bear the cost of any security clearances required for order performance.

List of Exhibits -

| Exhibit A | DLT Price Tables |
|-----------|---|
| A-1 | E-Business Suite price tables |
| A-2 | Consulting and Education |
| A-3 | Discount tables for software and first year support |
| A-4 | DLT Smartbuy TAbles |
| Exhibit C | BPA Report Formats |
| Exhibit D | Sample Letters for Transmittal of FFS |
| Exhibit E | DD254 |

Exhibit C

ASCP
Contract Management
Deliverables
For
ESI Contracts

1. General Information (applies to all reports)

1.1 ASCP Manages Data by Contract:

a. Reports must be submitted and managed by contract. Vendors with more than one contract with ASCP must maintain contract data integrity by submitting and managing separate reports for each contract. ASCP will not accept mixed contract data submitted in the same report.

1.2 Online FAQ / Tutorial:

- a. Click on the following link for an online FAQ / Tutorial:
- b. https://ascp.monmouth.army.mil/files/ascp_cd.pps (Requires Power Point)

1.3 Report Format:

- a. Tab Delimited Variable (.tab). The file shall have text only. No formatting, "hard line returns", embedded special characters, or word wrapping within a column.
- b. All reports must have complete column headings in the first line.

1.4 Report Delivery:

- a. All reports shall be emailed as attachments to amsel-dsa-scp-cr@mail1.monmouth.army.mil
- b. Please compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

1.5 Reports are due:

a. In accordance with this document as indicated for each report.

1.6 Rejection of reports:

- a. Vendor reports will be loaded via an automated process; therefore ASCP reserves the right to reject reports submitted by the vendor if required information is missing or if the file is unusable due to formatting issues. Report submissions must meet the formatting guidelines in this document. Each report will be checked by ASCP for content as well as formatting. If ASCP rejects a report, the report will be returned to the vendor with explanations identifying the problem(s).
- b. The vendor must make the necessary corrections and resubmit the report in its entirety within three (3) business days from the day the report was returned.
- c. The online FAQ / Tutorial provides examples of common rejection reasons.

1.7 Revised Reports:

- a. Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- b. The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Product Attributes, Fee for Service) with the addition of (Rev) immediately preceding the file extension .tab. For example, the first revision of an OT report would be named Contractnumber_OT_yyyy_mm_dd_cum-1(Rev1).tab. Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

1.8 File Names:

a. File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

2. Order Transaction (OT) report

- a. The OT report provides sales data that populates the ASCP database. This data is used to calculate sales against the contract and provides visibility into the quantity and types of products sold on the contract.
- b. OT reports shall be submitted quarterly. OT reports are due within 15 calendar days of each quarterly reporting period.
- c. The OT report is cumulative in nature. **Each report shall include** <u>all</u> **transactions** (i.e., Credit Card and Paper Orders) from contract inception up to the end of the month preceding the submission date of the file.
- d. A **negative report** for OT is required to inform ASCP that there have been no sales to date on this contract. A file is still required with the following column entries mandatory:
 - Column labeled "Contract Number"
 - Column labeled "Vendor Reported Total of this file" (entry is 0.00)
 - Column labeled "Contract Sales to Date" (entry is 0.00)
 - Column labeled "File Name"
- e. The file name format for the OT report is: ContractNumber_OT_yyyy_mm_dd_cum-1.tab. A mutually agreeable cut-off date for the cum-1 report will be determined. New cumulative files shall only contain data not already reported in prior cumulative files (e.g. cum-1). Subsequent files shall be named ContractNumber_OT_yyyy_mm_dd_cum-2.tab, cum-3, cum-4, and so on.
- f. The dollar amount reflected in column labeled "Dollar amount of Transaction" must match the total transaction value.
- g. Column labeled "Date of Transaction" must reflect the effective date of the order. For example: block 3 of the SF 1449. For credit card orders, the date shall reflect the date the order is entered into the contractor's system.
- h. Entries for column labeled "Country" must come from the ASCP "Country List" found at https://ascp.monmouth.army.mil/scp/content/countrylist.jsp.
- Entries for columns labeled "Service or Agency" and "Army Activity" must come from the ASCP "Service/Agency" and "Army Activities" lists found at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp.
- j. Column labeled UNSPSC" must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. Sample UNSPSC codes are shown below. UNSPSCs for other products in ECCMA format can be found at http://www.eccma.org/new/

Sample UNSPSC Codes are below.

Equipment

<u>NOTE:</u> Please use the latest UNSPSC codes from ECCMA (For ESI Contracts, the applicable codes would be Software and Services).

UNSPSC in ECCMA Format

Server 32-bit 43.21.15.01.00 (Computer Servers)
Server 64-bit 43.21.15.02.00 (High end Computer Servers)
Workstation 43.21.15.07.00 (Desktop Computers)

Workstation 43.21.15.07.00 (Desktop Computers)
Desktop PC 43.21.15.08.00 (Personal Computers)
Notebook 43.21.15.03.00 (Notebook Computers)
Thin Client 43.21.15.06.00 (Thin Client Computers)
Storage 43.20.22.06.00 (Storage drive or input device)

Network Products

(Routers/Switches) 43.22.26.00.00 (Network Service Equip)

Printers 43.21.21.00.00 (Computer Printers) Software 43.23.00.00.00 (Software)

Services 81.11.00.00.00

k.. Equipment ancillary items, such as internal disk drives, memory modules, etc. sold as separate line items should be coded with the UNSPSC for that specific item, <u>NOT</u> with the UNSPSC for the equipment item with which they are related (i.e. server, workstation, etc.)

l. If a CLIN contains a mixture of items shown above the UNSPSC for that CLIN should identify the dominant items or that best describes the solution provided under the CLIN.

m. REPORTING INSTRUCTIONS FOR "SPECIAL SOLUTIONS" CLIN(S):

Special Solutions orders are generally comprised of a mixture of software products/services and are priced at the top level. The following example illustrates the correct format for reporting Special Solutions orders on the OT report. Example is based on a \$5,000,000 "Special Solutions" order that is made up of 3 different software products.

| CLIN# | ITEM DESCRIPTION | CLIN QUANTIT Y | CLIN U/P | CLIN EXTENDED U/P | DOLLAR AMT OF TRANSACTIO N |
|---------|----------------------------|----------------------|--------------|-------------------------|-------------------------------------|
| 1003 | Oracle "Special Solutions" | 1 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 |
| ORA-123 | Software Product #1 | 5 | 0.00 | 0.00 | 5,000,000.00 |
| ORA-124 | Software Product #2 | 2 | 0.00 | 0.00 | 5,000,000.00 |
| ORA-125 | Software Product #3 | 10 | 0.00 | 0.00 | 5,000,000.00 |

The BPA CLIN number(s) for the product(s) that comprise the "Special Solutions" order must appear in the CLIN column. Quantity must be specified also. Enter CLIN Unit Price and Extended Unit Price as 0.00 (Special Solutions orders are priced at the top level). Repeat Dollar Amount of Transaction for all items in the order.

MIGRATIONS: Use the Special Solutions CLIN to report migrations. In the Item Description column, enter "(Vendor) Special Solutions - Migration". For CLIN Quantity, enter 1. CLIN Unit Price and CLIN Extended Unit Price should be the same. Dollar amount of transaction is the CLIN Extended Unit Price plus the ACT Fee.

- n. Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:
 - o Removing a cancelled order or an order/mod previously reported in error.
 - o Correcting dollar amounts previously reported by an order/mod.
 - o Correcting items ordered previously reported for an order/mod.

3. Product Attribute (PA) report

- The PA report is a representative sampling of products that are contained in the contractor's catalog. Products identified in the PA report determine the level of customer visibility of the contractor's products on the ASCP web site.
- b. The file name format for the PA report is Contractnumber_PA_yyyy_mm_dd.tab
- c. Product Attributes (PA) are required for Servers, Thin Clients and Storage.
- The PA report/file must be a full replacement. ASCP will replace the vendors existing PA file with the most recent submission. Partial updates are not permitted.
- Product Attribute reports are due, no later than 10 days from when:
 - Catalog products have changed or
 - New products are added to the catalog
- Each item in the PA file should provide, in column labeled "Description", an easy to understand description of the product.
- Each item in the PA file must have a unique item number which must be consistent throughout the lifecycle of that item.
- Items with prices of \$0.00 will automatically default to "RFO required" regardless of what is entered in column labeled "Item Type".
- UNSPSC codes for column labeled "UNSPSC" can be found at http://www.eccma.org/new. Please also refer to the sample UNSPSC codes under section 2 (Order Transaction (OT) Report).

4. Fee for Service (FFS) Report

- This report applies to applicable ESI Agreements only.
- FFS Report is due to ASCP the 30th calendar day after each calendar quarter (Example: FFS Report for the period 1 January thru 31 March is due by 30 April)
 - The data reported is for that reporting period only (not a cumulative listing).
 - If no payments were received during the previous quarter, a negative report is required.
- This report must be submitted as a Microsoft Excel spreadsheet, to amsel-dsa-scp-
- cr@mail1.monmouth.army.mil, with a copy furnished to the cognizant ASCP Product Leader.
- No extra spaces, commas or ampersands allowed in this spreadsheet. Dashes are allowed. File name must be in the following format: Contract Number/Calendar Quarter/Calendar Year (Example: W91QUZ-07-A-1234 1Q2007)
- Vendor must ensure that leading zeros are not dropped. For example, order number 0030 should not appear g. on the report as 30.
- SPECIAL NOTE TO VENDORS: All reports are cross-referenced for reconciliation and therefore, data must be consistent in all reports submitted (i.e., order number, dates, dollar amounts, etc.).

Order Transactions (OT)

| Column Name | Format | Required? | Comments |
|---------------------|--------------|-----------|--|
| Contract | Alphanumeric | Y | Enter the Contract Number Example: |
| Number | (21) | | W91QUZ-07-D-XXXX |
| Order Number | Alphanumeric | Y | Enter the delivery order number. Must be unique when |
| | (50) | | combined with the contract number |
| Modification | Alphanumeric | Y* | * Required only when reporting mods. NOTE: This may be a |
| Number | (50) | | vendor assigned number indicating a transaction reported |
| | | | previously needs to be modified. Example: A credit card |
| | | | transaction. |
| Transaction | Alphanumeric | Y | CC = Credit Card, DO= Delivery Order/Paper Order |
| Type | (2) | | |
| Date of | DD-MMM- | Y | Date of the order or modification (i.e. 14-FEB-2006) |
| Transaction | YYYY | | |
| Date Transaction | DD-MMM- | Y* | * Required for cancelled transactions |
| Cancelled | YYYY | | |
| UNSPSC | Alphanumeric | Y | Updated UNSPSC codes can be found at |
| | (14) | | http://www.eccma.org/new |
| CLIN Number | Alphanumeric | Y | Contract Line Item Number (CLIN) Unique contract identifier |
| | (39) | | of item being ordered (as identified in contract) NOTE: When |
| | | | reporting "SPECIAL SOLUTIONS" CLIN(s) please follow |
| | | | instructions in Section 2. |
| Item Description | Alphanumeric | Y | A short description of the item/CLIN that was purchased. |
| 1 | (250) | | Example: OEM, Make, Model |
| CLIN Quantity | Number | Y | Quantity being ordered. |
| | (11,0) | | Quantity county county |
| CLIN Unit Price | Number | Y | Price per item. Price should reflect the unit price in dollars and |
| | (11,2) | | cents. Do not round up to whole dollars and use only <u>two</u> |
| | (11,2) | | decimal places to indicate "cents." (e.g. 10125.15). |
| CLIN Extended | Number | Y | Extended Dollar Amount = (CLIN quantity x unit price). The |
| Dollar Amount | (11,2) | - | sum of this column must equal the total of all orders in this file. |
| 201141 111104111 | (11,2) | | Do not round up to whole dollars and use only two decimal |
| | | | places to indicate "cents." (e.g. 10125.15). |
| Dollar amount of | Number | Y | Total dollar amount of the transaction (order or order mod). Do |
| Transaction | (12,2) | 1 | not round up to whole dollars and use only two decimal places |
| Transaction | (12,2) | | to indicate "cents." (e.g. 10125.15). |
| POC Last Name | Alphanumeric | Y | Customer's Last Name |
| 1 OC Last Wallie | (50) | 1 | Customer's East Name |
| POC First Name | Alphanumeric | Y | Customer's First Name. |
| 1 0 0 1 Hot I valle | (50) | 1 | Customer & Frist Funds. |
| POC Title | Alphanumeric | N | Customer's Title (i.e. COL, Mr., Ms., etc.). |
| 10011110 | (50) | 11 | 5 1105 (no. 552), nin, 1115, 600). |
| Telephone | Alphanumeric | Y | Customer's telephone number. Format: 9999999999 |
| Number | (50) | _ | |
| Email address | Alphanumeric | Y | Customer's email address. |
| Ziimii uddi 000 | (100) | * | Substitute of Single Made Cook |
| Street Address 1 | Alphanumeric | Y | First line of the Customer's Ship-To address. |
| Street Haaress 1 | (100) | 1 | That the of the Customer's Ship To underess. |
| Street Address 2 | Alphanumeric | N | Second line of the Customer's Ship-To address. |
| Street Hudress 2 | (100) | 11 | become the of the customer's omp 10 address. |
| Street Address 3 | Alphanumeric | N | Third line of the Customer's Ship-To address. |
| Succe riddiess 5 | (100) | 14 | Time into of the Customer's Simp-10 address. |
| City | Alphanumeric | Y | Customer's Ship-To City. |
| | (100) | • | Cassonier a Ship To City. |
| | (100) | | |

| State | Alphanumeric (2) | Y | Customer's Ship-To State for USA only. Post office two character abbreviation. |
|---|--------------------|----|--|
| Country | Alphanumeric (2) | Y | Indicate the "Ship-To" country. Entry must be "US" for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/countrylist.jsp. This column is only 2-characters wide so you must use the abbreviations only. |
| 5-digit Zip Code | Number (5) | Y | Five-digit Customer Ship-To zip code. |
| 4-digit Zip Code Ext. | Number (4) | N | Four-digit extension Customer Ship-To zip code. |
| End User Service or Agency | Alphanumeric (20) | Y | Use the abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp |
| Army Activity | Alphanumeric (20) | Y* | * Required if previous column equals " <i>Army</i> ". Use the abbreviation from the <i>Army Activity</i> list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp |
| Comments | Alphanumeric (250) | N | Free text. |
| Reduced/Waived ACT Fee | Alphanumeric (6) | Y | If transaction involves a Reduced or Waived ACT Fee, indicate here. R = Reduced ACT FEE W = Waived ACT FEE |
| Order Discount | Number (10) | Y | Enter discount percent on order using the following format: A 40% discount should be entered as .40 |
| Vendor Reported Total for this file | Number (12,2) | Y | The sales on contract that are included in this file being submitted. |
| Contract Sales to Date | Number (12,2) | Y | Total Sales to date on this contract. |
| File Name | Alphanumeric (50) | Y | Exact file name that is being submitted. |

Product Attributes (PA)

| Column Name | Format | Required? | Comments |
|-------------------------|-------------------|-----------|---|
| Contract Number | Alphanumeric (21) | Y | Enter Contract Number (including dashes). Example: W91QUZ-07-D-XXXX |
| Report Type | Alphanumeric (1) | Y | Please Enter "F" for Full Catalog Replacement |
| Disposition | Alphanumeric (1) | N/A | Leave Blank |
| Item Type | Alphanumeric (1) | Y | Enter "2" if an RFQ is required prior to purchasing this item. Enter "3" if this item is orderable online from ASCP without restrictions. |
| Item Number | Alphanumeric (39) | Y | Unique number for the item. For example, product #, manufacturer part #, contract line item. Must be Unique for each item. |
| UNSPSC | Alphanumeric (14) | Y | Updated UNSPSC codes can be found at http://www.eccma.org/new |
| Price | Number(12,2) | Y | Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only two decimal places to indicate "cents." (e.g. 10125.15) |
| Unit of Issue | Alphanumeric(12) | Y | Unit of issue (ea., lot) |
| Manufacturer | Alphanumeric(40) | N | |
| Model | Alphanumeric(40) | N | |
| Warranty | Alphanumeric(10) | N | |
| Specification sheet url | Alphanumeric(250) | N | Provide a URL for the spec sheet of the product |
| Photo url | Alphanumeric(250) | N | Provide a URL for the photo of the product |
| Description | Alphanumeric(250) | Y | |
| related_to_item_1 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_2 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_3 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_4 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| related_to_item_5 | Alphanumeric(39) | N | Refer to the related item paragraph below |
| Attribute 1 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 2 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 3 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 4 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 5 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 6 | Alphanumeric(250) | Y* | * Required for Servers, Storage and Thin Clients See Attribute Legend below |
| Attribute 7 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 8 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 9 | Alphanumeric(250) | Y* | * Required for Servers and Thin Clients See Attribute Legend below |
| Attribute 10 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| Attribute 11 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |

| Attribute 12 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
|--------------|-------------------|----|---|
| Attribute 13 | Alphanumeric(250) | Y* | * Required for Servers See Attribute Legend below |
| File Name | Alphanumeric(50) | Y | Exact file name that is being submitted. |

Related Items

The columns named "related_to_item_1 thru related_to_item_5" are used to associate related items to the primary item. The rules for using related items are:

- a. Only 1 item per row may be specified
- b. You may associate up to 5 items
- c. All items must be from the same contract

Fee for Service (FFS)

| Column Name | Format | Required? | Comments |
|---------------|--------------|-----------|--|
| Report Number | Alphanumeric | Y | Must be in the following format: Contract Number/Calendar |
| | (24) | | Quarter/Calendar Year (Example: W91QUZ-07-A-1234 |
| | | | 1Q2007) |
| Report Type | Alphanumeric | Y | Use one of the following codes: |
| | (21) | | I Initial Report |
| | · | | R Replace all previously reported information with this new |

| Report Start Date | DD-MMM- | Y* | data M This report modifies some of the information reported during this time frame Example: 01-MAR-2007 |
|--------------------------------------|-------------------|----|---|
| - | YYYY | | • |
| Report End Date | DD-MMM- YYYY | Y | Example: 01-MAR-2007 |
| Contract Number | Alphanumeric (21) | Y | Example: W91QUZ-07-A-1234 |
| Order Number | Alphanumeric (30) | Y* | Must be reported exactly as shown on the customer's order. |
| Order Mod Number | Alphanumeric (25) | Y | Data required only when reporting an order modification. |
| Dollar Amount of Transaction | Number | Y | Reflects dollar amount of the transaction (order or Mod being reported). No formatting (i.e., no \$ signs, commas, etc.) |
| Date Transaction Sent to Vendor | DD-MMM- YYYY | Y | Example: 01-MAR-2007 |
| ACT Fee for Transaction | Number | Y | Enter amount of ACT Fee for Transaction No formatting (i.e., no \$ signs, commas, etc.) |
| Reduced/Waived ACT Fee | Alphanumeric (6) | Y | If transaction involves a Reduced or Waived ACT Fee, indicate here. R - Reduced ACT Fee W - Waived ACT Fee |
| Previous Payment Made on Transaction | Number (12,2) | Y | If applicable. |
| Current Payment | Number (12,2) | Y | If applicable. |
| Remaining Amount to be Paid | Number (12,2) | Y | If applicable. |

| Transaction Type | Alphanumeric (2) | Y | Order Types are as follows: CC = Credit Card DO = Direct Ordering (paper order) | | |
|-----------------------------------|---------------------|---|--|--|--|
| Other Agency Share Fee Payable | Number (12,2) | Y | If applicable. Fee Share amount due to Navy, Air Force, DLA or GSA (for non-DoD orders on SmartBUY Agreements). Calculation: 50% of Current Payment Amount | | |
| Other Agency for Fee Share | Alphanumeric (21) | Y | If applicable. Identify as 'USN', 'DLA', 'USAF' generated Delivery Order. Enter 'GSA' for non-DoD orders on SmartBUY Agreements. | | |
| Army Fee Payable | Number (12,2) | Y | Required for Army-managed ESI agreements. Calculation: Current Payment Amount minus Previous Payment Made on Transaction | | |
| Non-DoD Agency | Alphanumeric (2000) | Y | Applicable to SmartBUY Agreements only. Enter name of End User Agency for Non-DoD Orders | | |
| Order Discount | Number (10) | Y | Enter discount percent on order using the following format: A 40% discount should be entered as .40 | | |
| Comments | Alphanumeric (2000) | Y | Free Text | | |
| ACT Fee Recap | Alphanumeric (100) | | Enter Amounts Due Each Service for This Report | | |
| | | | Army & Other DoD ACT Fee: | | |
| | | | Air Force ACT Fee: | | |
| | | | DLA ACT Fee: | | |
| | | | GSA ACT Fee: | | |
| | | | Navy ACT Fee: | | |
| | | | TOTAL: | | |

Exhibit D

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS) PEO Enterprise Information Systems SFAE-PS-CH (Attn: Miguel Campos) 9350 Hall Road, Bldg 1445 Fort Belvoir, VA 22060

From: Company Name Street Address City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

- 1. Collection of the check will include the following:
 - f. Please make check payable to United States Treasury
 - g. Mail original check to address above
- 2. Direct questions to Miguel Campos 703-806-8222
- 3. Provide copies of this letter and check electronically to:

<u>peoeis.pdchess.vndrrpts@us.army.mil</u> miguel.campos2@us.army.mil

LETTER OF TRANSMITTAL FOR AIR FORCE FEE PAYMENTS

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS-ATDT *

Attn: Remittance P.O. Box 173342 Denver, CO 80217-3342

FROM: (Company Name) (Street Address) (City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW - FY06 (CPEA00)

- 1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).
- 2. Line of accounting to collect this check into is as follows:

5763400 306 47AZ 4KABE0 04 592RR 72806F 16 667100

FSR:001002 PSR: 076202 DSR: 075608

MORD: F2XTKK5287M006

3. Direct questions to (Company POC, Phone Number).

(Signature)

1 Atch: Check # ------

Note: Also provide a copy of the check and transmittal letter sent to DFAS, Denver to the following address:

HQ OSSG/KAU Business Support Branch 501 East Moore Drive MAFB-Gunter Annex, AL 36114-3014

Mail, fax, or email is an acceptable means for forwarding copies to HQ OSSG/KAU. Fax number is: (334) 416-7795. Email address is: ITServices.bpa@gunter.af.mil

* If sent by FedEx, UPS or Other Alternate delivery: DEFENSE FINANCE and ACCOUNTING SERVICE DFAS-DE/ATDT/DEDE (Attn: Mr. Daniel Medina) 6760 East Irvington Place

Denver Colorado 80279 **DISA Transmittal Letter**

Defense Information Systems Agency (DISA) Sales

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA sales.

| Remit ACT Fee to the address pro | ovided below by corporate or cashiers check made |
|--|---|
| payable to "Treasurer of the Un | nited States " noted with the following information: |
| BPA () | |
| DoD (VENDOR: |) Enterprise Software Agreement Quarterly ACT |
| Fee | |
| ****Checks must be accompanie accounting data to ensure proper | d by a transmittal letter that cites the applicable crediting of the payment. |

LOA: 9780100.4300 P848ZZDZ0 SI 2531 DSIMO86608 S12137

Send check and transmittal letter to:

DISA/CFE5

P.O. Box 4502

Arlington, VA 22204-4502

Mail a copy of the check and transmittal letter to:

DISA

Attn: Jonnice Medley, SI33

P.O. Box 4502

Arlington, VA 22204-4502

Or send via email to: jonnice.medley@disa.mil

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

| 4 | CIFA | DANIC | OF AND | CAFFOI | DIAIDOAI |
|----|------|-------|----------|--------|----------|
| Ι. | CLEA | INAM | . F ANII | SAFFI | JARDING |

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

| (The requirements of the DoD Industrial | Security | Mani | ial anni | V | | TOT BEERET | | | |
|--|---------------------|--|---|--|--|--|-----------------|-------|-----|
| (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.) | | | | | b. LEVEL OF | b. LEVEL OF SAFEGUARDING REQUIRED TOP SECRET | | | |
| 2. THIS SPECIFICATION IS FOR: (X and complete a | as applicat | ole) | | 3. THIS | SPECIFICATION | IS: (X and complete as applications) | ahle) | | |
| a PRIME CONTRACT NUMBER | | , | | | | | DATE (YYYY | MMDL | D) |
| W91QUZ-07-A-0001 | | | | a. | ORIGINAL (Comple | ete date in all cases) | | | |
| b. SUBCONTRACT NUMBER | | Ministrative Confession Confessio | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | b. | REVISED (Supersedes all previous specs) | REVISION NO. | DATE (YYYY | MMDE |)) |
| c. SOLICITATION OR OTHER NUMBER DUE | DATE (Y) | YYMI | MDD) | c. FINAL (Complete Item 5 in all cases) DATE (YY' | | | | MMDE |)) |
| 4. IS THIS A FOLLOW-ON CONTRACT? | YES | | X NO | D. If Yes, c | omplete the following | : | | | |
| Classified material received or generated under | | | | (P | receding Contract No | umber) is transferred to this follo | ow-on contrac | t. | |
| 5. IS THIS A FINAL DD FORM 254? | YES | | X NC | D. If Yes, co | omplete the following | : | | | |
| In response to the contractor's request dated | | , re | tention o | of the classi | fied material is autho | rized for the period of | | | |
| 6. CONTRACTOR (Include Commercial and Governme | nt Entity (| CAGE | Code) | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE | | ,,,,,, | | GE CODE | c. COGNIZANT SE | CURITY OFFICE (Name, Addi | ress, and Zip | Code) | |
| ORACLE USA, INC. | | | 39 | WG6 | Const. The Const. Const | g automatic watch girl statung ar bedage ecs∎eterwategezen bat dangeta | | | |
| 1910 ORACLE WAY | | | | | | | | | |
| RESTON VA 20190-4733 | | | | | | | | | |
| Section of the sectio | | | | | | | | | |
| | | | | | | | | | |
| 7. SUBCONTRACTOR | | | | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE | | | b. CAC | SE CODE | c. COGNIZANT SE | CURITY OFFICE (Name, Addr | ress, and Zip (| Code) | |
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| | | | | | | | | | |
| 8. ACTUAL PERFORMANCE | | | , | | | | | | |
| a. LOCATION | | | b. CAG | SE CODE | c. COGNIZANT SE | CURITY OFFICE (Name, Addr | ess, and Zip (| Code) | |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| 9. GENERAL IDENTIFICATION OF THIS PROCUR | EMENT | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| * | | | | | | | | | |
| | | | | | | | | | |
| 10. CONTRACTOR WILL REQUIRE ACCESS TO: | YES | NO | 11 IN | DEBEOR | MING THIS CONT | RACT, THE CONTRACTO | D W/II I · | YES | NO |
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION | X | ,,,, | | | | RACT, THE CONTRACTOR RMATION ONLY AT ANOTHER ERNMENT ACTIVITY | VVILL. | X | 140 |
| b. RESTRICTED DATA | $-\hat{\mathbf{x}}$ | | | | S FACILITY OR A GOV SIFIED DOCUMENTS (| | | X | |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | 1 | X | | | GENERATE CLASSIFIE | | | × | |
| d. FORMERLY RESTRICTED DATA | X | ^ | | | DDIFY, OR STORE CLA | | | X | |
| e. INTELLIGENCE INFORMATION | | | | | VICES ONLY | | | . , | |
| (1) Sensitive Compartmented Information (SCI) | X | | | | | FORMATION OUTSIDE THE U.S., ND TRUST TERRITORIES | | X | |
| (2) Non-SCI | X | | g. BE | AUTHORIZE | OR OTHER SECONDA | ES OF DEFENSE TECHNICAL INFO RY DISTRIBUTION CENTER | ORMATION | X | |
| f. SPECIAL ACCESS INFORMATION | X | | | | MSEC ACCOUNT | DIGTRIBUTION CENTER | | X | |
| g. NATO INFORMATION | X | | i. HA | VE TEMPES | REQUIREMENTS | | | X | |
| h. FOREIGN GOVERNMENT INFORMATION | X | | j. HA | VE OPERATI | ONS SECURITY (OPSE | C) REQUIREMENTS | | X | |
| i. LIMITED DISSEMINATION INFORMATION | X | | k. BE | AUTHORIZE | D TO USE THE DEFEN | SE COURIER SERVICE | | X | |
| j. FOR OFFICIAL USE ONLY INFORMATION | X | | I. OT | HER (Spec | cify) | Alternative and the second sec | | X | |

| PUBLIC RELEASE. Any information (classified or by the Industrial Security Manual or unless it has been | | | | | |
|---|-------------------------------|-------------|-------------------------------------|----------------------------|-----------------------|
| be submitted for approval prior to release | | rough (S | • | nonty. Proposed public | releases snall |
| | | | , | | |
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| | | | | | |
| to the Directorate for Freedom of Information and Sec *In the case of non-DoD User Agencies, requests for | | | | Affairs)* for review. | |
| 13. SECURITY GUIDANCE. The security classification | on guidance needed for this | classifie | ed effort is identified below. If a | any difficulty is encounte | ered in applying this |
| guidance or if any other contributing factor indicates a changes; to challenge the guidance or the classification | need for changes in this gu | uidance, | the contractor is authorized an | d encouraged to provide | e recommended |
| questions for interpretation of this guidance to the office highest level of classification assigned or recommende | cial identified below. Pendir | ng final c | ecision, the information involve | ed shall be handled and | protected at the |
| documents/guides/extracts referenced herein. Add ac | ditional pages as needed to | o provide | e complete guidance.) | ru under separate corre. | spondence, any |
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| 14. ADDITIONAL SECURITY REQUIREMENTS. | Requirements, in addition to | ISM rec | uirements, are established for | this contract. | Yes No |
| (If Yes, identify the pertinent contractual clauses in the requirements. Provide a copy of the requirements to the | contract document itself, or | provide | an appropriate statement which | ch identifies the addition | al |
| requirements. From a deepy of the requirements to the | e cogmizant security office. | OSE NE | II 15 II additional space is need | ueu.) | |
| * | | | | | |
| | | | | | |
| 15. INSPECTIONS. Elements of this contract are outside | de the inspection responsib | ility of th | e cognizant security office | · | Yes No |
| (If Yes, explain and identify specific areas or elements | carved out and the activity | respons | ble for inspections. Use Item | 13 if additional space is | |
| | | | | | |
| | | | | | |
| | | | | | |
| 16. CERTIFICATION AND SIGNATURE. Security r | raquiraments stated he | roin ar | complete and adequate | for eafoguarding th | o classified |
| information to be released or generated under | | | | | |
| a. TYPED NAME OF CERTIFYING OFFICIAL | b. TITLE | | | c. TELEPHONE (Inclu | ude Area Code) |
| | | | | | |
| 1 ADDDE00 // 1 1 7 0 1 1 | | | - | | |
| d. ADDRESS (Include Zip Code) | | 17. R | EQUIRED DISTRIBUTION | | |
| | | | a. CONTRACTOR b. SUBCONTRACTOR | | |
| | | | c. COGNIZANT SECURITY OFFI | CE FOR PRIME AND SUBO | CONTRACTOR |
| e. SIGNATURE | | | d. U.S. ACTIVITY RESPONSIBLE | | |
| | | | e. ADMINISTRATIVE CONTRACT | TING OFFICER | |
| | | | f. OTHERS AS NECESSARY | | |

(End of Summary of Changes)